

**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/776,706
Filing Date	02/11/2004
First Named Inventor	Brent E. Little
Art Unit	2874
Examiner Name	
Attorney Docket Number	P117

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

30471

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

30471

OR

☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature

Name

David F. Welch

Date

March 12, 2007 *3/12/07*

Telephone

408-572-5364

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The Information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Infinera CorporationApplication No./Patent No./Control No.: 10/776,706 Filed/Issue Date: 02/11/2004Entitled: BROADBAND OPTICAL VIAInfinera Corporation, a Delaware Corporation

(Name of Assignee)

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____%)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 018923, Frame 0929, or a true copy of the original assignment is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

David F. Welch

408-572-5364

Printed or Typed Name

Telephone Number

Chief Strategy Officer, Infinera Corporation

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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ASSIGNMENT OF PATENT APPLICATION

Docket No. P117

Applicant: Brent E. Little
Serial No: 10/776,706
Filed: February 11, 2004
For: BROADBAND OPTICAL VIA
Examiner:
Art Unit: 2874

Whereas the individual, named below, (hereinafter referred to as "INVENTOR") have made certain inventions, discoveries or improvements ("SUBJECT MATTER") set forth in the above-identified application for Letters Patent of the United States of America (hereinafter referred to as "APPLICATION"), and

Whereas Infinera Corporation, having a principal place of business at 1322 Bordeaux Drive, Sunnyvale, CA 94089-1005, together with their successors and assigns, (referred to as "ASSIGNEE"), are desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the INVENTOR has sold, assigned, transferred, and set over, and hereby sells, assigns, transfers and sets over, to ASSIGNEE for itself and its successors, transferees, and assignees, the following, without reservation:

1. The full and exclusive worldwide right, title, and interest in and to all SUBJECT MATTER disclosed in the APPLICATION,

☐ which is a provisional application

- ☐ bearing Application No. _____, and filed on _____;
☐ to be filed herewith; or


☒ which is a non-provisional application

- ☒ bearing Application No. 10/776,706, and filed on 02/11/2004;
☐ to be filed herewith;
☐ having an oath or declaration executed on the same date as this Assignment;
☐ having an oath or declaration executed on a different date than this Assignment.

2. The entire worldwide right, title, and interest in and to the APPLICATION and all applications claiming priority to the APPLICATION or having related SUBJECT MATTER to the APPLICATION, including all such utility, divisional, continuation, substitute, renewal, reissue or other related application and all rights of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

3. INVENTOR hereby authorizes and requests the Commissioner of the U.S. Patent and Trademark Office, and Patent Office Officials in all foreign countries, to issue to ASSIGNEE any and all patents which may be granted from the APPLICATION.
4. INVENTOR will, without further consideration, communicate to ASSIGNEE any facts known to the INVENTOR regarding the SUBJECT MATTER, testify in any legal proceeding, sign all lawful papers, execute all oaths, assignments, powers of attorney, applications and any other paper desired by ASSIGNEE to obtain, perfect, or secure to ASSIGNEE any and all of the rights, titles and interests herein conveyed, and to maintain, enforce, and defend these rights, titles and interests in the United States and all foreign countries. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE herein.
5. INVENTOR represents that the INVENTOR, at the time of the execution of this Assignment, is the sole and lawful owner of the entire rights, titles and interests in and to the SUBJECT MATTER as set forth in the APPLICATION, and that the SUBJECT MATTER is unencumbered, and that the INVENTOR has good and full right and lawful authority to sell and convey the SUBJECT MATTER in the manner herein set forth.
6. INVENTOR covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license or other agreement affecting the rights, titles, and interests herein conveyed.
7. INVENTOR agrees to, and hereby acknowledges, that ASSIGNEE may apply for and receive patents in its name related to the APPLICATION or SUBJECT MATTER in any country of the world.
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

In testimony of which I have executed this Assignment on the date indicated next to my name.


Brent E. Little

Date: 3/24/07


Witness

Date: 3/24/07

Witness Name (Print): Jean Yang